



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 3, 2010

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

IN REPLY PLEASE

REFER TO FILE: AS-0

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

#21 AUGUST 3, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR BRIDGESTONE RUBBER DAM SYSTEM  
TELEMETRY COMPONENT MAINTENANCE SERVICES  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

This action is to award a contract for the inspection and maintenance of the Telemetry Component at all 17 Bridgestone Rubber Dam sites located in various cities within Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Bridgestone Rubber Dam System Telemetry Component Maintenance Services in an aggregate annual sum of \$75,950, and a potential maximum contract sum of \$417,725, which includes the annual contingency amount indicated below, to A Thousand Hills, Inc. This contract will be for a term of one year commencing upon your Board's approval with four 1-year renewal options, for a maximum potential term of five years.

3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, A Thousand Hills, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain the services of A Thousand Hills, Inc., to conduct necessary facility and equipment upkeep for the 17 Bridgestone Rubber Dam sites. The County's rubber dams play a critical role in facilitating the County's water conservation and flood control efforts. To this end, A Thousand Hills, Inc., will perform the following work to ensure maximum performance of the Telemetry Component for the 17 sites: inspection; maintenance; as-needed repairs, including programming of equipment; and installation and configuration of workstation software.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contract is for an annual amount of \$75,950 plus 10 percent for unforeseen, additional work within the scope of the contract; in addition to potential cost-of-living adjustments in accordance with County policy and the terms of the contract. The potential maximum contract sum including the renewal option years and 10 percent

contingency is \$417,725. This amount is based on the annual price quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2010-11 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funding for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is A Thousand Hills, Inc., located in Port Ludlow, Washington. This contract will commence upon Board approval for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) may renew the contract for four 1-year renewal options, for a maximum potential contract period of five years.

The contract agreement will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with A Thousand Hills, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board. The County's Chief Information Officer recommends approval of the contract. CIO Analysis is attached as Enclosure B.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on September 30, 2009, to the appropriate unions for review. The unions have not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

#### **CONTRACTING PROCESS**

On October 1, 2009, Public Works solicited proposals from 75 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure C), and an advertisement was placed in the *Los Angeles Times*.

On October 29, 2009, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Both proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, and references utilizing the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, A Thousand Hills, Inc.

Consistent with the County of Los Angeles Services Contract Solicitation Policy, Policy No. 5.055, Pascal & Ludwig Constructors, Inc., a proposer for this solicitation, requested a County Review Panel. On June 3, 2010, a County Review Panel was convened. The panel found that Pascal & Ludwig Constructors, Inc., did not demonstrate that Public Works made mathematical or other errors in evaluating the proposal and recommended no changes to the evaluation of the proposal.

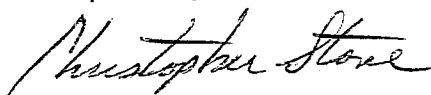
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

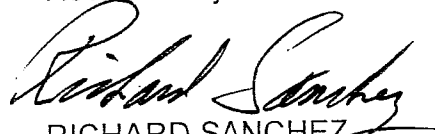
Please return one adopted copy of this letter to Public Works, Administrative Services.

Respectfully submitted,



*for* GAIL FARBER  
Director of Public Works

Reviewed by:



RICHARD SANCHEZ  
Chief Information Officer

GF:GZ:cg

Enclosures

AGREEMENT FOR  
BRIDGESTONE RUBBER DAM SYSTEM TELEMETRY COMPONENT  
MAINTENANCE SERVICES (2009-IT001)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and A THOUSAND HILLS, INC., a Washington Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY, by and through its Department of Public Works (Public Works), desires to employ a contractor to provide maintenance services, which includes inspecting, maintaining, installing, upgrading, troubleshooting, and repairing the Bridgestone Rubber Dam System (BRDS) Telemetry Component;

WHEREAS, the COUNTY has determined that COUNTY personnel are not available to provide the services;

WHEREAS, California Government Code, Section 31000, permits the COUNTY Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, in response to the COUNTY'S Request for Proposals issued with respect to the maintenance services, the CONTRACTOR has submitted its proposal to the COUNTY and desires and is prepared to provide the requested maintenance services to COUNTY;

WHEREAS, the CONTRACTOR possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide the maintenance services with respect to all components of the BRDS Telemetry Component;

WHEREAS, the CONTRACTOR is willing to accept responsibility for performing the requested services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a CONTRACT for maintenance services of the BRDS Telemetry Component.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 29, 2009, hereby agrees to provide maintenance services as described in this Contract for BRDS Telemetry Component Maintenance Services.

SECOND: This CONTRACT, together with Exhibit A, Scope of Work; Exhibit B, Information Technology Service Contract General Requirements; Exhibit C, Bridgestone Rubber Dam Telemetry Component Inspection Guidelines; Exhibit D, Bridgestone Rubber Dam Telemetry Component Maintenance Guidelines; Exhibit E, Minimum Server Requirements; Exhibit F, Bridgestone Rubber Dam Telemetry Component Repair Guidelines; Exhibit G, Site Inspection Report on Rubber Dam Telemetry System; Exhibit H, Repair Report on Rubber Dam Telemetry System; Exhibit I, Software Specifications/Procurement List for Rubber Dam Telemetry System; Exhibit J, Task No. 2, Headquarters Building Telemetry Radios Standard of Functionality; Exhibit K, Task No. 2.1, Field Telemetry Radios Standard of Functionality; Exhibit L, Task No. 2.2, Telemetry Radio Antennas, Masts, and Cables Standard of Functionality; Exhibit M, Task No. 2.3, Alhambra Headquarters & Rio Hondo Spreading Grounds Telemetry Servers Standard of Functionality; Exhibit N, Task No. 4, Invensys InTouch, Kepware KEPServer, and Siemens Step 7 - Micro/WIN Software Upgrade Standard of Functionality; Exhibit O, Bridgestone Rubber Dam Sites Map; Exhibit P, Contractors Employee Acknowledgement, Confidentiality & Assignment of Rights; Exhibit Q, Bridgestone Rubber Dam Telemetry Component Network and Software Maintenance Service Level Agreement; Exhibit R, Third Party Software; Exhibit S, Internal Revenue Service Notice 1015; Exhibit T, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: This Contract's initial term shall be for a period of one year commencing upon Board approval (Effective Date). At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, this Contract may also be extended on the month-to-month basis, upon a written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

FOURTH: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$75,950 per year, or such greater amount as the Board may approve (Maximum Contract Sum). In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum authorized by the Board. The Maximum Contract Sum shall include all items set forth in the Form PW-2, Schedule of Prices including, but not limited to, taxes, Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional Tasks. CONTRACTOR acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by the COUNTY to CONTRACTOR in exchange for

CONTRACTOR delivering to COUNTY, and COUNTY accepting, within the required delivery schedule as set forth by the Contract Manager, maintenance, inspection, repair, installation, troubleshoot, and upgrade services to the BRDS Telemetry Component.

The CONTRACTOR understands and agrees that only the designated Contract Manager is authorized to request or order Work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any Work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

FIFTH: The COUNTY reserves the right to change any portion of the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the manner described in Exhibit B, Section 2.A., Amendments/Change Orders.

SIXTH: The CONTRACTOR shall not perform or accept Work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term or within 75 percent of Maximum Contract Sum as provided for hereinabove.

SEVENTH: The CONTRACTOR shall invoice the COUNTY upon completion of Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional Tasks, and other Work, which are specified in this Contract, Exhibit A (Scope of Work), and any Change Orders, as applicable, and which have been approved in writing by the COUNTY as set forth in this Paragraph. The CONTRACTOR agrees not to submit any invoice for payment until the COUNTY has approved in writing the Work for which payment is claimed. No partial or progress payments towards anticipated or substantial completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work will be made under this Contract. The COUNTY will endeavor reasonably to process each invoice received from the CONTRACTOR within 30 days. All invoices and supporting documents under this Contract shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

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Each invoice submitted by CONTRACTOR shall include the following:

- a. The Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, or other Work as described in Exhibit A (Scope of Work), Exhibit G (Inspection Report), Exhibit H (Repair Report), any Change Order, as applicable, together with any additional supporting documentation reasonably requested by the COUNTY, for the Contract Manager's written approval.
- b. If the invoice is for additional services, the Change Order, Exhibit G (Inspection Report), and Exhibit H (Repair Report), approved and executed by the Contract Manager, and any additional supporting documentation reasonably requested by the Contract Manager must be submitted.

The Contract Manager or his designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (IDR), orally or in writing, to the CONTRACTOR within 15 days of receipt of invoice if payment amounts are disputed. The CONTRACTOR shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten days of receipt of the IDR from the Contract Manager or his designee. If the Contract Manager or his designee does not receive a written response within ten days of the COUNTY'S notice to the CONTRACTOR of an IDR, then the COUNTY payment will be made, less the disputed charges.

In addition to any rights of the COUNTY provided in this Contract, or at law or in equity, the COUNTY may, upon notice to the CONTRACTOR, withhold payment for any Work while the CONTRACTOR is in default hereunder, or at any time that the CONTRACTOR has not provided COUNTY-approved Work.

The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to inspect, maintain, install, upgrade, troubleshoot, and repair the BRDS Telemetry Component. In no event shall the COUNTY be liable or responsible for payment respecting a particular task prior to the approval and execution of the Inspection and Repair Reports by the Contract Manager.

EIGHTH: The CONTRACTOR agrees that all system software upgrades, including any and all updates and custom programming modifications, if applicable, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by the CONTRACTOR staff who may load the system software and documentation onto COUNTY'S hardware. Contractor shall retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the system software and documentation to the COUNTY. The CONTRACTOR, including CONTRACTOR'S subcontractors, shall not deliver or provide any tangible items to the COUNTY, and the COUNTY will not accept delivery of any of the same. Without limiting the generality of the foregoing, CONTRACTOR shall not deliver or provide any system software, documentation, or training materials on magnetic, optical, print, or other tangible media under this Contract.

NINTH: The CONTRACTOR shall bill upon completion and acceptance by Contract Manager as specified in the SEVENTH Paragraph of this Contract, for Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work provided by CONTRACTOR, including any additional services, in arrears, for the Work performed during the preceding month. Work performed shall be billed at the unit cost quoted in Form PW-2, Schedule of Prices.

The COUNTY acknowledges that the amounts payable by the COUNTY to the CONTRACTOR under this Contract will not include taxes for products or services provided by the CONTRACTOR hereunder. The COUNTY shall not be liable or responsible for reimbursement of any taxes associated with such procurement except as set forth in Form PW-2, Schedule of Prices. CONTRACTOR will be solely liable and responsible for, and shall pay such tax directly to the State or other taxing authority. In addition, CONTRACTOR shall be solely responsible for all taxes based on CONTRACTOR'S income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

TENTH: The CONTRACTOR hereby represents, warrants, and covenants to the COUNTY that for the term of this Contract, the CONTRACTOR'S Work shall be fully compatible with and shall fully integrate, perform, and function with the BRDS Telemetry Component System hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Scope of Work) and shall meet all the Standards of Functionality.

ELEVENTH: The CONTRACTOR shall provide maintenance, support, and warranty services (Warranty Services) to COUNTY for the BRDS Telemetry Component System in accordance with this Contract Exhibit A (Statement of Work) and the Standards of Functionality. Warranty Services shall include, but shall not be limited to, the correction of any and all deficiencies caused by Work performed by or on behalf of the CONTRACTOR for the COUNTY pursuant to this Contract. The need for Warranty Services will be determined by Contract Manager, which determination shall be subject to the Dispute Resolution Procedures set forth in Section 2, Paragraph Y (Dispute Resolution Procedures) of Exhibit B (Information Technology Service Contract General Requirements). Correction of such Deficiencies shall be at no additional cost to the COUNTY. If any component of the BRDS Telemetry Component System requires corrective services to remedy such deficiencies, the CONTRACTOR shall endeavor reasonably to provide such services at the COUNTY'S location (which may include the provision of such services remotely by CONTRACTOR).

TWELFTH: CONTRACTOR hereby represents and warrants that none of the system software other than the third party software as specified in Exhibit S (Third Party Software), is owned by third parties (the Third Party Software). CONTRACTOR represents and warrants that it has not modified and shall not modify, nor does CONTRACTOR have any need to modify, Third Party Software in order for the system to fully perform in accordance with all requirements of this Agreement. CONTRACTOR represents and warrants that all Third Party Software is provided to COUNTY in the same unmodified form

as received by CONTRACTOR from the applicable third party. CONTRACTOR represents and warrants that Third Party Software shall, together with the remainder of the system software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by CONTRACTOR or otherwise.

COUNTY acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to COUNTY. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts COUNTY'S full use and enjoyment of the system as contemplated herein, CONTRACTOR shall take all necessary action and pay all sums required for COUNTY fully to enjoy all the rights and benefits in respect of the system software granted under this Agreement. CONTRACTOR shall promptly and at no cost to COUNTY, either (1) obtain a license from the appropriate third party, which shall enable CONTRACTOR to modify such Third Party Software, and CONTRACTOR shall provide all necessary modifications, or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in the sole determination of CONTRACTOR and County Project Manager, in lieu of modifying such Third Party Software.

THIRTEENTH: Following the completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional Tasks, or other Work as described in Exhibit A (Scope of Work), and any Change Order, as applicable, for which payment is claimed, by the CONTRACTOR and prior to acceptance of Work by the COUNTY, the COUNTY shall have the right to use, in production mode, if applicable, any completed portion of the system software without any additional cost to the COUNTY where the COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use, if applicable, shall not restrict the CONTRACTOR'S performance under this Contract and shall not be deemed to be the CONTRACTOR'S achievement of task completion.

FOURTEENTH: All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the U.S. mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten days prior notice to the other party in accordance with the procedures set forth above.

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To COUNTY:

County of Los Angeles Department of Public Works  
Water Resources Division  
Attention Mr. William Saunders  
P.O. Box 1460  
Alhambra, CA 91803  
Telephone: (626) 458-6186  
Fax: (626) 458-6186  
E-mail: wsaunder@dpw.lacounty.gov

with a copy to:

County of Los Angeles Department of Public Works  
Administrative Services Division  
Attention Contracting Section  
P.O. Box 1460  
Alhambra, CA 91803

To CONTRACTOR:

CONTRACTOR Address  
with a copy to:

County of Los Angeles Department of Public Works  
Administrative Services Division  
Attention Contracting Section  
P.O. Box 1460  
Alhambra, CA 91803

The Contract Manager shall have the authority to issue all notices or demands, which are required or permitted by COUNTY under this Contract.

FIFTEENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any such cost-of-living adjustment.

The percentage change in the rate of compensation shall equal to 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal

SIXTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this Contract including, but not limited to, Exhibits A through T inclusive, the COUNTY'S provisions shall control and be binding.

EIGHTEENTH: This Contract is the product of an arm's length negotiation between the CONTRACTOR and the COUNTY. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Contract is to be interpreted fairly as between the parties and not strictly construed as against either party as drafter or creator.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

A THOUSAND HILLS, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## CIO ANALYSIS

### BRIDGESTONE RUBBER DAM SYSTEM TELEMETRY MAINTENANCE SERVICES AGREEMENT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☒ New Contract ☐ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 4

**Contract Components:**

☒ Software ☒ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Chris Stone

**Budget Information :**

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$417,725 (includes 10% contingency)
Aggregate Contract Amount	\$417,725

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project sub-vented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS). Work performed via this Contract is routine maintenance of existing telemetry equipment.

**Project/Contract Description:**

The Department of Public Works (DPW) is requesting Board approval of a Contract with A Thousand Hills, Inc. for maintenance services that support remote monitoring of DPW's water conservation Bridgestone Rubber Dam System (BRDS). Services performed via this Contract will include inspection, routine maintenance, and as-needed repairs of the radio network and software systems. These maintenance services will be provided during a transitional period, while DPW researches an alternative product to replace the existing BRDS system.

The Contract term is one year with four (4) one-year options for a contract sum of \$379,750, if all the optional years are exercised. DPW is requesting Board authorization to execute the optional term and to increase contract sum by 10% (\$37,975) for a maximum contract sum of \$417,725.

**Background:**

Bridgestone, the current BRDS vendor, has discontinued its rubber dam manufacturing business, and no longer provides maintenance services for existing systems. Pending identification of an alternative manufacturer, DPW performed a competitive solicitation to obtain interim maintenance services for the existing systems, which identified A Thousand Hills, Inc. as the winning vendor.

**Project Justification/Benefits:**

DPW stated that the BRDS are a critical component of the County's water conservation and flood control efforts, and has taken proactive steps to ensure preventative, as well as as-needed maintenance services are readily accessible.

**Project Metrics:**

The Contract includes specific acceptance and performance criteria to ensure each task and system component meets or exceeds stated requirements.

**Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:**

BRDS is a critical component of DPW's water conservation and flood management efforts. BRDS enables staff to remotely monitor water flow conditions in the watershed and operate the rubber dams. DPW relies on the expertise of consultants to assess the integrity of the system and provide appropriate remedies.

**Alternatives Considered:**

None.



**Project Risks:**

The annual Contract cost is nominal (\$75,000) and the scope of services includes only routine maintenance and repair; project risks are, therefore, considered to be low.

**Risk Mitigation Measures:**

The proposed Contract includes a Service Level Agreement, which provides clear vendor and system performance expectations. The County Information Security Officer (CISO) has reviewed the proposed Contract and did not identify any risks or issues.

**Financial Analysis:**

The Contract budget is \$75,950 per year, up to five years, and allows an additional 10 percent per year for unforeseen, additional work. The maximum contract sum over the five-year period, including the contingency funds, is \$417,725.

**CIO Concerns:**

None

**CIO Recommendations:**

The CIO recommends approval of the proposed Contract.

**CIO APPROVAL**

Date Received: March 15, 2010

Prepared by: Janette Parker

Date: March 23, 2010

Approved: 

Date: 7-21-10

**ENCLOSURE C****Bid Detail Information****Bid Number :** PW-ASD 765**Bid Title :** Bridgestone Rubber Dam System Telemetry Component Maintenance Services (2009-IT001)**Bid Type :** Service**Department :** Public Works**Commodity :** TELEMETRY SERVICES**Open Date :** 10/1/2009**Closing Date :** 10/14/2009 9:00 AM**Bid Amount :** \$ 80,000**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Bridgestone Rubber Dam System Telemetry Component Maintenance Services (2009-IT001). The total annual contract amount of this service is estimated to be \$80,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Lorena Calderon, at (626) 458 4169, [lcalderon@dpw.lacounty.gov](mailto:lcalderon@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to:

- Proposer's supervisors, employees, subcontractors, or consultants performing the requested services must have a minimum of five years' experience installing and maintaining Bridgestone Rubber Dam System Telemetry control units or similar rubber dam telemetry systems.

- Proposer's supervisors, employees, subcontractors, or consultants performing the requested services must have a minimum of five years' experience installing, programming, and maintaining Invensys Wonderware Intouch and Kepware KEPServerEX software.

- Proposer's supervisors, employees, subcontractors, or consultants performing the requested services must have a minimum of five years' experience working and programming Siemens S7-200 Series Programmable Logic Controllers for rubber dam facility control.

A Proposers' Conference will be held on Wednesday, October 14, 2009, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. A walk-through will be conducted immediately following the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference and walk-through, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, October 29, 2009, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

**Contact Name :** Lorena Calderon**Contact Phone# :** (626) 458-4169**Contact Email :** [Lcalderon@dpw.lacounty.gov](mailto:Lcalderon@dpw.lacounty.gov)**Last Changed On :** 10/1/2009 7:56:00 AM[Back to Last Window](#)